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IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH, CENTRAL DIVISION

INTERMOUNTAIN WIND & SOLAR, LLC, a Utah limited liability corporation,  Plaintiff,  v.  ALL AMERICAN EXTERIORS, LLC, D/B/A/ MOUNTAIN STATES SOLAR,  Defendant.	ORDER APPROVING SETTLEMENT AND GRANTING [41] STIPULATED MOTION FOR ENTRY OF PERMANENT INJUNCTION AND FINAL JUDGMENT  Civil No. 2:16-cv-00411-DN  District Judge David Nuffer
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Based on the Stipulated Motion for Entry of Permanent Injunction and Final Judgment<sup>1</sup> filed by the parties on June 9, 2017 in the above-entitled case, and for good cause appearing, the court makes the following findings:

1. Plaintiff Intermountain Wind & Solar, LLC (“IWS”) filed the Complaint in this Action on May 17, 2016, asserting claims for infringement of U.S. Trademark Registration No. 4,009,850 (the “IWS Registration”) against defendant All American Exteriors, LLC, d/b/a

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<sup>1</sup> [Docket no. 41](#).

Mountain States Solar (“MSS”) by reason of MSS’s use of the marks “Mountain States Solar,” “Mountain States Solar Power,” and “Mountain States Solar and Roofing” (“the MSS Marks”), for related competition claims, and for injunctive and monetary relief;

2. On June 22, 2016, Defendant All American Exteriors, LLC, d/b/a Mountain States Solar (“MSS”) filed an Answer to the Complaint, contesting the validity of the IWS Registration and further contesting IWS’s assertions of infringement and damages;

3. IWS and MSS have entered into a settlement agreement (the “Settlement Agreement”) and desire to resolve, compromise, and settle the claims in this Action and have stipulated to the order set forth below; and

4. The IWS Registration is valid, enforceable and infringed by the MSS Marks.

### **ORDER**

THEREFORE, IT IS HEREBY ORDERED that:

A. MSS and its officers, agents, servants, employees, and attorneys, and all other persons in active concert or participating with them are immediately and permanently enjoined, except as allowed by the Settlement Agreement between the parties, from any and all use of the MSS Marks and any confusingly similar marks in connection with goods or services related to the sale, design, promotion or installation of commercial or residential solar systems or solar products. This injunction shall preclude MSS and those in active concert or participation with it from use of the MSS Marks and any confusingly similar marks on products, stationery, business cards, invoices, signage, promotional and advertising materials, sales literature, websites and URL and similar promotional materials.

B. All claims in this action are dismissed.

C. Subject to the terms of the Settlement Agreement between the parties, the parties shall bear their own costs and attorneys' fees.

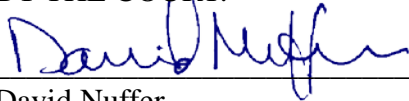
D. The court maintains jurisdiction over this action and over the parties hereto to enforce this stipulated permanent injunction and the Settlement Agreement between the parties upon a motion to reopen the case.

E. This Order results in a final judgment and resolves all claims in this action.

The Clerk is ordered to close the case.

Dated June 12, 2017.

BY THE COURT:



David Nuffer

United States District Judge